

EXHIBIT A

NON-COMPETITION AGREEMENT

THIS NON-COMPETITION AGREEMENT (this "Agreement") is made as of _____, 2001, by and among _____ and _____ (together, the "Individual Parties"), Whitehall Enterprises, Inc., a _____ corporation ("Seller"), and Clear Channel Broadcasting, Inc. ("CCB").

WITNESSETH:

WHEREAS, pursuant to an Asset Purchase Agreement (the "Purchase Agreement"), dated _____ 2001, CCB and Clear Channel Broadcasting Licenses, Inc., a Nevada corporation ("CCBL" and, together with CCB, "Buyer"), have purchased the Station Assets (as defined in the Purchase Agreement) used and useful in the operation of WAAM-AN, Ann Arbor, Michigan (the "Station") from Seller.

WHEREAS, the Individual Parties are shareholders, directors and current officers of Seller.

WHEREAS, at Buyer's request, Seller and the Individual Parties have agreed to forego their rights to compete with Buyer, subject to the conditions of this Agreement.

NOW, THEREFORE, in consideration of the agreements contained herein and in the Purchase Agreement, the sufficiency and adequacy of the consideration being acknowledged by the parties hereby, it is mutually stipulated, covenanted and agreed by and between the parties as follows:

Section 1. Non-Compete and Non-Solicitation Agreements.

(a) Seller covenants and agrees that, for a period of five (5) years after the date of this Agreement, it shall not (i) Compete (as defined below) with CCB in accordance with the limitations set forth below in this Section 1 or (ii) solicit or induce any employee of CCB who was an employee of Seller or an employee of CCB in the same radio listening market (as designated by The Arbitron Company) as the Station to terminate his or her employment with CCB or to become an employee or independent contractor of Seller.

(b) Each of the Individual Parties covenants and agrees that, for a period of five (5) years after the date of this Agreement, such Individual Party shall not (i) Compete with CCB in accordance with the limitations set forth below in this Section 1 or (ii) solicit or induce any employee of CCB who was an employee of Seller or an employee of CCB in the same radio listening market (as designated by The Arbitron Company) as the Station to terminate his or her employment with CCB or to become an employee or independent contractor of Seller.

(c) To "Compete" with CCB means to engage, participate or invest in or assist, as owner, part owner, shareholder, partner, director, officer, trustee, employee, agent or consultant, or in any other capacity, directly or indirectly, in any commercial radio broadcast station that has a primary

service contour (the 1.0 mV/m contour) that intersects with the primary service contour of any of the Station. Ownership interests by Seller or the Individual Parties of less than five percent (5%) of publicly owned companies will not be taken into account.

(d) Each restriction or covenant contained in this Section 1 is severable. If the time period, geographical area specified, or any of the substantive provisions in any Section of this Agreement should be adjudicated as unreasonable in any proceeding, then the time period shall be reduced by such number of months or years, the geographical area shall be reduced by the elimination of such portion thereof, or the substance shall be reduced in scope, or a combination of the foregoing, so that each such restriction or covenant may be enforced for such time period, in such geographical area and to the extent as is adjudicated to be reasonable.

Section 2. Payment. For and in consideration of Seller and the Individual Parties entering into this Agreement, Buyer has purchased the Station for a cash price, a portion of which will be allocated to this Agreement pursuant to the terms of the Purchase Agreement. The Individual Parties acknowledge that they are beneficiaries of that payment.

Section 3. Remedies. In the event that Seller or the Individual Parties defaults under this Agreement, then and in that event, CCB, as CCB's sole and exclusive remedy, shall be entitled to injunctive relief. Seller and the Individual Parties expressly acknowledge and agree that any breach of this Agreement is likely to result in an injury of a nature which would justify the entry of an injunction and a temporary restraining order to restrain such breach, and that CCB shall be entitled, if it so elects, to institute and prosecute proceedings in any court of competent jurisdiction or to enjoin Seller from activities in violation of this Agreement.

Section 4. Successors and Assigns. Except as otherwise expressly provided herein, this Agreement shall be binding on and inure to the benefit of the parties hereto, and their respective heirs, representatives, successors and assigns. No party may assign any of its rights hereunder; provided, however, that CCB may assign all or part of its rights hereunder to a third party in the event of the sale of any of the materially controlling assets of the Station.

Section 5. Amendments; Waivers. The terms, covenants, representations, warranties and conditions of this Agreement may be changed, amended, modified, waived, discharged or terminated only by a written instrument executed by the party waiving compliance. The failure of any party at any time or times to require performance of any provision of this Agreement shall in no manner affect the right of such party at a later date to enforce the same. No waiver by any party of any condition or the breach of any provision, term, covenant, representation or warranty contained in this Agreement, whether by conduct or otherwise, in any one or more instances shall be deemed to be or construed as a further or continuing waiver of any such condition or of the breach of any other provision, term, covenant, representation or warranty of this Agreement.

Section 6. Notices. All notices, requests, demands and other communications required or permitted under this Agreement shall be in writing (which shall include notice by facsimile transmission) and shall be deemed to have been duly made and received when personally served, or when delivered by Federal Express or a similar overnight courier service, expenses prepaid, or, if

sent by facsimile communications equipment, delivered by such equipment, addressed as set forth below:

if to Seller: Whitehall Enterprises, Inc.
3400 Morgan Road
Ann Arbor, Michigan 48108-9796
Attention: Lloyd R. Johnson, C.E.O.
Telecopier No.: _____

with a copy (which shall not constitute notice) to: Forsythe, Vandenberg, Judge, Hamilton & Schroer PLLC
300 N. Fifth Avenue
Ann Arbor, Michigan 48104
Attention: Walter K. Hamilton, Esq.
Telecopier No.: _____

if to Individual Parties: _____

Attention: _____
Facsimile No.: _____

with a copy (which shall not constitute notice) to: _____

Attention: _____
Facsimile No.: _____

if to CCB: Clear Channel Broadcasting, Inc.
200 E. Basse Road
San Antonio, Texas 78209
Attention: Mark P. Mays
Facsimile: (210) 822-2299

with a copy (which shall not constitute notice) to: Clear Channel Broadcasting, Inc.
200 E. Basse Road
San Antonio, Texas 78209
Attention: Kenneth E. Wyker
Facsimile: (210) 832-3428

Any party may alter the address to which communications are to be sent by giving notice of such change of address in conformity with the provisions of this Section providing for the giving of notice. Any such notice or communication shall be deemed to have been received (i) when delivered, if personally delivered, (ii) when sent, if sent by telecopy on any day that is not a Saturday, Sunday, legal holiday or other day on which banks in San Antonio, Texas are required to be closed (each a "Business Day") (or, if not sent on a Business Day, on the next Business Day after the date sent by telecopy), (iii) on the next Business Day after dispatch, if sent by nationally recognized, overnight courier guaranteeing next Business Day delivery, and (iv) on the fifth Business Day following the date on which the piece of mail containing such communication is posted, if sent by mail.

Section 7. Captions. The captions of Sections of this Agreement are for convenience only and shall not control or affect the meaning or construction of any of the provisions of this Agreement.

Section 8. Entire Agreement. This Agreement constitutes the full and entire understanding and agreement between the parties with regard to its subject matter and supersedes all prior agreements, understandings, inducements or conditions, express or implied, oral or written, relating to its subject matter. The express terms hereof control and supersede any course of performance and/or usage of trade inconsistent with any of the terms hereof.

Section 9. Execution; Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original as against any party whose signature appears thereon, and all of which shall together constitute one and the same instrument. This Agreement shall become binding when one or more counterparts hereof, individually or taken together, shall bear the signatures of all of the parties reflected hereon as the signatories.

Section 10. Gender and Number. Where appropriate to the context, pronouns or other terms expressed in one number or gender will be deemed to include all other numbers or genders. The word "person" will include one or more individuals, corporations, firms, partnerships, entities or associations. The use of a word in one tense will include the other tenses, where appropriate to the context.

Section 11. Third-Party Beneficiaries. This Agreement is intended to benefit only the parties to this Agreement, their successors and permitted assigns. No other person, entity, enterprise or association is an intended or incidental beneficiary of this Agreement.

Section 12. Governing Law. This Non-Competition Agreement shall be governed by and construed in accordance with the laws of the State of Texas applicable to agreements made and to be performed in such jurisdiction, without giving effect to any conflicts of laws principles thereof.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have caused this Non-Competition Agreement to be executed on their behalf on the date first above written.

SELLER:

WHITEHALL ENTERPRISES, INC.

By: _____
Name: _____
Title: _____

INDIVIDUAL PARTIES:

CCB:

CLEAR CHANNEL BROADCASTING, INC.

By: _____
Name: _____
Title: _____

EXHIBIT 11

OWNERSHIP STRUCTURE

The proposed assignee, Clear Channel Broadcasting Licenses, Inc., is a direct, wholly-owned subsidiary of Clear Channel Holdings, Inc., which, in turn, is a direct, wholly-owned subsidiary of Clear Channel Communications, Inc.

**OFFICERS, DIRECTORS AND SHAREHOLDERS
OF CLEAR CHANNEL BROADCASTING LICENSES, INC.**

The officers, directors and attributable shareholders of Clear Channel Broadcasting Licenses, Inc.—all of whom are U.S. citizens—are as follows:

L. Lowry Mays¹; 500 Alameda Circle, San Antonio, TX 78212; Chief Executive Officer and Chairman;

Mark P. Mays; 120 Primrose, San Antonio, TX 78209; President, Chief Operating Officer and Director;

Randall T. Mays; 400 Geneseo Road, San Antonio, TX 78209; Executive Vice President, Chief Financial Officer and Director;

William G. Moll; 7605 Indian Hill Road, Cincinnati, OH 45343; Executive Vice President, Television;

Herbert W. Hill, Jr.; 235 Cloverleaf, San Antonio, TX 78209; Senior Vice President and Chief Accounting Officer;

Juliana F. Hill; 312 Charles Road, San Antonio, TX 78209; Senior Vice President, Finance;

Jerome L. Kersting; 64 Murnan Road, Cold Spring, KY 41076; Senior Vice President, Radio Operations;

¹ L. Lowry Mays is the father of Mark P. Mays and Randall T. Mays.

Randy Michaels; 50 East RiverCenter, 12th Floor, Covington, KY 41011; Senior Vice President, Radio Operations;

Kenneth O'Keefe; 200 E. Basse Road, San Antonio, TX 78209; Senior Vice President, Radio Operations;

Kenneth E. Wyker; 1723 Eagle Meadow, San Antonio, TX 78248; Senior Vice President, General Counsel and Secretary;

David L. Crawl; 7533 Pinehurst Drive, Cincinnati, OH 45244; Regional Senior Vice President;

Jim Donahoe; P.O. Box 975854, Rancho Santa Fe, NM 92067; Regional Senior Vice President;

Peter B. Ferrara; 8718 Southern Breeze Drive, Orlando, FL 32836; Regional Senior Vice President;

John Fullam; 101 Hudson Street, 36th Floor, Jersey City, NJ 07302; Regional Senior Vice President;

John Hogan; 4431 E. Brookhaven Drive, Atlanta, GA 30319; Regional Senior Vice President;

John King; 6134 Fire Tower Road, Nashville, TN 37221; Regional Senior Vice President;

Jay Meyers; 50 E. RiverCenter, 12th Floor Covington, KY 41011; Regional Senior Vice President;

Tom Owens; 50 East RiverCenter, 12th Floor, Covington, KY 41011; Regional Senior Vice President;

Jim Shea; 1541 Alta Drive, Whitehall, PA 18052; Regional Senior Vice President;

Charles G. Dan III; 503 Circle Street, San Antonio, TX 78209; Vice President, Real Estate;

Stephen G. Davis; 2928 S. 125th East Avenue, Tulsa, OK 74133; Vice President, Engineering;

Michael Gayler; 1415 Fawn Creek, San Antonio, TX 78248; Vice President and Associate General Counsel, Labor;

Al Kenyon; 5230 Concord Mill Place, Fairfield, OH 45014; Vice President, Engineering;

Jeff Littlejohn; 50 East RiverCenter, 12th Floor, Covington, KY 41011; Vice President, Engineering;

Stephanie Rosales; 9531 Shining Elm, San Antonio, TX 78254; Vice President, Corporate Tax;

Richard W. Wolf; 139 Parklane Drive, San Antonio, TX 78212; Vice President and Corporate Counsel;

B.J. McCombs; 825 Contour Drive, San Antonio, TX 78212; Director;

John H. Williams; 4737 Lafayette, Fort Worth, TX 76107; Director; and

Clear Channel Holdings, Inc.; 3305 W. Spring Mountain Road, Suite 60, Las Vegas, NV 89102; 100% of votes and equity.

**OFFICERS, DIRECTORS AND SHAREHOLDERS
OF CLEAR CHANNEL HOLDINGS, INC.**

The officers, directors and attributable shareholders of Clear Channel Holdings, Inc.—all of whom are U.S. citizens—are as follows:

L. Lowry Mays; 500 Alameda Circle, San Antonio, TX 78212; Chief Executive Officer and Chairman;

Mark P. Mays; 120 Primrose, San Antonio, TX 78209; President, Chief Operating Officer and Director;

Randall T. Mays; 400 Geneseo Road, San Antonio, TX 78209; Executive Vice President, Chief Financial Officer and Director;

Herbert W. Hill, Jr; 235 Cloverleaf, San Antonio, TX 78209; Senior Vice President and Chief Reporting Officer;

Juliana F. Hill; 312 Charles Road, San Antonio, TX 78209; Senior Vice President, Finance;

Kenneth E. Wyker; 1723 Eagle Meadow, San Antonio, TX 78248; Senior Vice President, General Counsel and Secretary;

Charles G. Dan III; 503 Circle Street, San Antonio, TX 78209; Vice President, Real Estate;

Michael Gayler; 1415 Fawn Creek, San Antonio, TX 78248; Vice President, Associate General Counsel, Labor;

Stephanie Rosales; 9531 Shining Elm, San Antonio, TX 78254; Vice President, Corporate Tax;

Richard W. Wolf; 139 Parklane Drive, San Antonio, TX 78212; Vice President and Corporate Counsel; and

Clear Channel Communications, Inc.; 200 E. Basse Road, San Antonio, TX 78209; 100% of votes and equity.

**OFFICERS, DIRECTORS AND SHAREHOLDERS
OF CLEAR CHANNEL COMMUNICATIONS, INC.**

The officers, directors and attributable shareholders of Clear Channel Communications, Inc. ("CCC")—all of whom are U.S. citizens—are as follows²:

L. Lowry Mays; 500 Alameda Circle, San Antonio, TX 78212; Chief Executive Officer and Chairman; 5.2% of votes and equity;³

Thomas O. Hicks; 3640 Beverly Drive, Dallas, TX 75205; Vice-Chairman; 9.4% of votes and equity;⁴

² CCC is a publicly-traded company with the majority of its shares owned by the investing public, *i.e.*, persons other than officers, directors and affiliates. With the exception of L. Lowry Mays and Thomas O. Hicks (see Footnote 4), no single stockholder owns as much as 5% of CCC's stock.

³ The voting and equity ownership percentage attributable to L. Lowry Mays includes the CCC stock held by 4-M Partners, Ltd., a limited partnership of which Mr. Mays is the sole general partner. 4-M Partners, Ltd. has no limited partners.

⁴ The voting and equity ownership percentage attributable to Thomas O. Hicks includes the CCC stock held by the following companies (collectively, the "Hicks Muse Parties"), all of which are ultimately controlled by Mr. Hicks: Capstar Boston Partners, L.L.C.; Capstar BT Partners, L.P.; Capstar Broadcasting Partners, L.P.; HM4/Chancellor, L.P.; HM2/HMW, L.P.; Hicks, Muse, Tate & Furst Equity Fund II, L.P.; and HM2/Chancellor, L.P.

Mark P. Mays; 120 Primrose, San Antonio, TX 78209; President, Chief Operating Officer and Director; < 1 % of votes and equity;

Randall T. Mays; 400 Geneseo Road, San Antonio, TX 78209; Executive Vice President, Chief Financial Officer and Director; < 1 % of votes and equity;

Herbert W. Hill, Jr.; 235 Cloverleaf, San Antonio, TX 78209; Senior Vice President and Chief Accounting Officer; < 1 % of votes and equity;

Juliana F. Hill; 312 Charles Road, San Antonio, TX 78209; Senior Vice President, Finance;

William P. Suffa; 3447 Manor Hill Drive; Cincinnati, OH 45220; Senior Vice President, Capital Management;

David E. Wilson; 2603 Quail Knoll, San Antonio, TX 78231; Senior Vice President and Chief Accounting and Information Officer;

Kenneth E. Wyker; 1723 Eagle Meadow, San Antonio, TX 78248; Senior Vice President, General Counsel and Secretary; < 1 % of votes and equity;

Charles G. Dan III; 503 Circle Street, San Antonio, TX 78209; Vice President, Real Estate;

Karl Eller; 2850 E. Camelback, Suite 300, Phoenix, AZ 80016; Vice President and Director; < 1 % of votes and equity;

Michael Gayler; 1415 Fawn Creek, San Antonio, TX 78248; Vice President and Associate General Counsel, Labor;

Bill Hamersly; 9543 Legend Isle Drive, San Antonio, TX 78250; Vice President, Human Resources;

Susan Krieg; 200 E. Basse Road, San Antonio, TX 78209; Vice President, Corporate Reporting;

Rick Mangum; 215 Brightwood, San Antonio, TX 78209; Vice President, Broadcast Accounting;

Randy Palmer; 13914 Blenheim Ridge, San Antonio, TX 78231; Vice President, Investor Relations;

Stephanie Rosales; 9531 Shining Elm, San Antonio, TX 78254; Vice President, Corporate Tax;

Richard W. Wolf; 139 Parklane Drive, San Antonio, TX 78212; Vice President and Corporate Counsel;

Alan D. Feld; 4235 Bordeaux, Dallas, TX 75205; Director; <1% of votes and equity;

B.J. McCombs; 825 Contour Drive, San Antonio, TX 78212; Director; 2.7% of votes and equity;

Theodore H. Strauss; 5100 Park Lane, Dallas, TX 75220; Director; <1% of votes and equity;

John H. Williams; 4737 Lafayette, Fort Worth, TX 76107; Director; <1% of votes and equity;

Robert L. Crandall; 5215 N. O'Connor Blvd., Suite 1775, Irving, TX 75309; Director;

Vernon E. Jordan, Jr.; c/o Lazard Freres & Co. Inc., 30 Rockefeller Plaza, New York, NY 10020; Director;

Michael J. Levitt; 235 Lincoln St., Englewood, NJ 07631; Director; and

Perry J. Lewis; 183 Great Hill Road, Ridgefield, CT 06877; Director.

Capstar Broadcasting Partners, L.P. ("Capstar"), one of the Hicks Muse Parties (see Footnote 4), holds approximately 5% of CCC's stock. Attached hereto as Attachment 1-A is the current ownership structure of Capstar.

The remainder of CCC's stock, which is publicly traded, is widely held by numerous institutional and individual investors.

ATTACHMENT 1-A

OWNERSHIP OF CAPSTAR BROADCASTING PARTNERS, L.P.

The table below, which corresponds to Section III, Question 4(a), lists the following:

- (1) Names and address of the assignee and, if applicable, its officers, directors, stockholders, or partners (if other than individual also show name, address and citizenship of natural person authorized to vote the stock). List the assignee first, officers next, then directors and, thereafter, remaining stockholders and partners.
- (2) Citizenship.
- (3) Positional Interest: Officer, director, general partners, limited partner, L.L.C. member, investor/creditor attributable under the Commission's equity/debt plus standard, etc.
- (4) Percentage of votes.
- (5) Percentage of total assets (debt plus equity).

Notes

Note (1): Unless otherwise indicated, all entities are located at 200 Crescent Court, Suite 1600, Dallas, TX 75201. Each individual's address is listed only once—the first time the individual appears in the table.

Note (2): Interest ultimately voted by Thomas O. Hicks.

Note (3): Occasional changes in the size of the Hicks Muse Employees/Associates group will cause the percentages in this column to fluctuate approximately plus or minus 2% over time.

Note (4): Interests held individually and/or by family members through family investment vehicles.

Note (5): Non-insulated limited partnership interests are also held by other employees and associates of Hicks, Muse, Tate & Furst. Each interest is a minuscule fraction of a percentage of ownership in the media enterprise. Further information can be provided on request.

CAPSTAR BROADCASTING PARTNERS, L.P.

CAPSTAR BROADCASTING PARTNERS, L.P. a Texas limited partnership whose address is 600 Congress Ave., Suite 1400, Austin, TX 78701, is controlled by the following attributable parties:

(1)	(2)	(3)	(4)	(5)
HM3/Capstar Partners, L.P. ²	TX L.P.	General Partner	N/A	0.6
Hicks, Muse, Tate & Furst Equity Fund II, L.P. ²	DE L.P.	Non-insulated L.P.	N/A	6.2
Hicks, Muse, Tate & Furst Equity Fund III, L.P. ²	DE L.P.	Non-insulated L.P.	N/A	55.2
Hicks, Muse, Tate & Furst Equity Fund IV, L.P. ²	DE L.P.	Non-insulated L.P.	N/A	36.2
Hicks, Muse, Tate & Furst Private Equity Fund IV, L.P. ²	DE L.P.	Non-insulated L.P.	N/A	0.3
HM3 Coinvestors, L.P. ²	TX L.P.	Non-insulated L.P.	N/A	0.2
HM 4-EQ Coinvestors, L.P. ²	TX L.P.	Non-insulated L.P.	N/A	0.6
HM 4-SBS Coinvestors, L.P. ²	TX L.P.	Non-insulated L.P.	N/A	0.8

HM3/CAPSTAR PARTNERS, L.P., the general partner of Capstar Broadcasting Partners, L.P., is controlled by the following attributable parties:

(1)	(2)	(3)	(4)	(5)
HM3/Capstar, Inc. ²	TX Corp.	General Partner	N/A	1.0
HM3 Coinvestors, L.P. ²	TX L.P.	Non-insulated L.P.	N/A	99.0

HM3/CAPSTAR, INC., the general partner of HM3/Capstar Partners, L.P., is controlled by the following attributable parties:

(1)	(2)	(3)	(4)	(5)
Thomas O. Hicks 3640 Beverly Drive Dallas, TX 75205	U.S.	Chairman, CEO, Secretary	100	100
Charles W. Tate 3640 Del Monte Houston, TX 77019	U.S.	President	0	0
David W. Knickel 7038 Blackwood Drive Dallas, TX 75231	U.S.	Treasurer, Asst. Secretary	0	0
John R. Muse ⁴ 3821 Beverly Drive Dallas, TX 75205	U.S.	COO	0	0
Jack D. Furst 1157 W. Jeter Road Argyle, TX 76226	U.S.	Executive Vice President, Managing Director, Principal	0	0
Michael J. Levitt 235 Lincoln St. Englewood, NJ 07631	U.S.	Executive Vice President, Managing Director, Principal	0	0
Lawrence D. Stuart, Jr. 3640 Beverly Drive Dallas, TX 75205	U.S.	Executive Vice President, Managing Director, Principal	0	0
Michael D. Salim 10033 Hollow Way Dallas, TX 75229	U.S.	Senior Vice President, Assistant Secretary	0	0

HM3 COINVESTORS, L.P., a limited partner of **HM3/Capstar Partners, L.P.**, is controlled by the following attributable parties:

(1)	(2)	(3)	(4)	(5)
Hicks, Muse GP Partners III, L.P. ²	TX L.P.	General Partner	N/A	1.0
HM3 Late Coinvestors, L.P. ²	TX L.P.	Non-insulated L.P.	N/A	1.2
James E. de Castro 1157 W. Jeter Road Argyle, TX 76226	U.S.	Non-insulated L.P.	N/A	0.6
Kenneth J. O'Keefe 76 Royalston Road Wellesley, MA 02181	U.S.	Non-insulated L.P.	N/A	0.6
Paul D. Stone 3001 Chatelaine Austin, TX 78746	U.S.	Non-insulated L.P.	N/A	0.1
Hicks Muse Employees/Associates ³	U.S.	Non-insulated L.P.s	N/A	96.5

HICKS, MUSE GP PARTNERS III, L.P., the general partner of, **HM3 Coinvestors, L.P.**, is controlled by the following attributable parties:

(1)	(2)	(3)	(4)	(5)
Hicks, Muse Fund III Incorporated ²	TX Corp.	General Partner	N/A	1
Jack D. Furst ⁴	U.S.	Non-insulated L.P.	N/A	21
Thomas O. Hicks ⁴	U.S.	Non-insulated L.P.	N/A	33
John R. Muse ⁴	U.S.	Non-insulated L.P.	N/A	22.5
Charles W. Tate ⁴	U.S.	Non-insulated L.P.	N/A	22.5

HM3 LATE COINVESTORS, L.P., the limited partner of HM3 Coinvestors, L.P., is controlled by the following attributable parties:

(1)	(2)	(3)	(4)	(5)
Hicks, Muse GP Partners III, L.P. ²	TX L.P.	General Partner	N/A	1.0
Dan H. Blanks ⁴ 3709 Gillon Avenue Dallas, TX 75205	U.S.	Non-insulated L.P.	N/A	0
David B. Deniger ⁴ 1925 Cedar Springs, Unit 301 Dallas, TX 75201	U.S.	Non-insulated L.P.	N/A	0
Jack D. Furst ⁴	U.S.	Non-insulated L.P.	N/A	0
Thomas O. Hicks ⁴	U.S.	Non-insulated L.P.	N/A	0
Michael J. Levitt ⁴	U.S.	Non-insulated L.P.	N/A	0
Alan B. Menkes ⁴ One Montgomery Street, Suite 3700 San Francisco, CA 94104	U.S.	Non-insulated L.P.	N/A	0
John R. Muse ⁴	U.S.	Non-insulated L.P.	N/A	0
Lawrence D. Stuart, Jr. ⁴	U.S.	Non-insulated L.P.	N/A	0
Charles W. Tate ⁴	U.S.	Non-insulated L.P.	N/A	0

HICKS, MUSE FUND III INCORPORATED, the general partner of **Hicks, Muse GP Partners III, L.P.**, is controlled by the following attributable parties:

(1)	(2)	(3)	(4)	(5)
Thomas O. Hicks	U.S.	Chairman of the Board, CEO, Partner	100	100
Charles W. Tate	U.S.	President, Partner	0	0
David W. Knickel	U.S.	Vice President, Treasurer, Secretary	0	0
Darron K. Ash 122 Ridgewood Coppell, Texas 75019	U.S.	CFO	0	0
Michael D. Salim	U.S.	General Counsel, Principal	0	0
Marian L. Brancaccio	U.S.	Associate Counsel, Assistant Secretary	0	0
William G. Neisel	U.S.	Assistant Controller	0	0
Cesar A. Baez 219 Peachwood Road, Middletown, NJ 07748	U.S.	Partner - Latin America	0	0
Dan H. Blanks	U.S.	Partner	0	0
David B. Deniger	U.S.	Partner	0	0
Jack D. Furst	U.S.	Partner	0	0
Lawrence D. Stuart, Jr.	U.S.	Partner	0	0
Eric C. Neuman	U.S.	Principal	0	0
Andrew S. Rosen 301 W. 53 rd Street #15 New York, NY 10019	U.S.	Principal	0	0

HICKS, MUSE, TATE & FURST EQUITY FUND II, L.P., a limited partner of **Capstar Broadcasting Partners, L.P.**, is controlled by the following attributable parties:

(1)	(2)	(3)	(4)	(5)
HM2/GP Partners, L.P. ²	TX L.P.	General Partner	N/A	1

HM2/GP PARTNERS, L.P., the general partner of **Hicks, Muse, Tate & Furst Equity Fund II, L.P.**, is controlled by the following attributable parties:

(1)	(2)	(3)	(4)	(5) ³
Hicks, Muse GP Partners, L.P. ²	TX L.P.	General Partner	N/A	1
Thomas O. Hicks ⁴	U.S.	Non-insulated L.P.	N/A	32
Jack D. Furst ⁴	U.S.	Non-insulated L.P.	N/A	17
Lawrence D. Stuart, Jr.	U.S.	Non-insulated L.P.	N/A	
Michael J. Levitt ⁴	U.S.	Non-insulated L.P.	N/A	0
Alan B. Menkes ⁴	U.S.	Non-insulated L.P.	N/A	2
John R. Muse ⁴	U.S.	Non-insulated L.P.	N/A	21
Charles W. Tate ⁴	U.S.	Non-insulated L.P.	N/A	20
Hicks Muse Employees/Associates ⁵	U.S.	Non-insulated L.P.	N/A	4.5

HICKS MUSE GP PARTNERS, L.P., the general partner of **HM2/GP Partners, L.P.**, is controlled by the following attributable parties:

(1)	(2)	(3)	(4)	(5)
Hicks, Muse Fund II Incorporated ²	TX Corp.	General Partner	N/A	1
Jack D. Furst ⁴	U.S.	Non-insulated L.P.	N/A	18.9
Thomas O. Hicks ⁴	U.S.	Non-insulated L.P.	N/A	35.1
John R. Muse ⁴	U.S.	Non-insulated L.P.	N/A	22.7
Charles W. Tate ⁴	U.S.	Non-insulated L.P.	N/A	22.3

HICKS, MUSE FUND II INCORPORATED, the general partner of **Hicks Muse GP Partners, L.P.**, is controlled by the following attributable parties:

(1)	(2)	(3)	(4)	(5)
Thomas O. Hicks	U.S.	Chairman, CEO, Partner	42	42
Charles W. Tate	U.S.	President, Partner	16	16
Michael D. Salim	U.S.	Principal, General Counsel	0	0
Darron K. Ash	U.S.	Chief Financial Officer	0	0
David W. Knickel	U.S.	Vice President, Treasurer, Secretary	0	0
William G. Neisel	U.S.	Assistant Controller	0	0
Marian L. Brancaccio	U.S.	Associate Counsel, Assistant Secretary	0	0
Dan H. Blanks	U.S.	Partner	0	0
David B. Deniger	U.S.	Partner	0	0
Jack D. Furst	U.S.	Partner	15	15
Michael J. Levitt	U.S.	Partner	0	0
Lawrence D. Stuart, Jr.	U.S.	Partner	0	0
Eric C. Neuman	U.S.	Principal	0	0
Andrew S. Rosen	U.S.	Principal	0	0
John R. Muse	U.S.	None	27	27

HICKS, MUSE, TATE & FURST EQUITY FUND III, L.P., a limited partner of **Capstar Broadcasting Partners, L.P.**, is controlled by the following attributable parties:

(1)	(2)	(3)	(4)	(5)
HM3/GP Partners, L.P. ²	TX L.P.	General Partner	N/A	1.0
Hicks, Muse, Tate & Furst Equity Fund III (Final), L.P. ²	DE L.P.	Non-insulated L.P.	N/A	0.8
Jack D. Furst ⁴	U.S.	Non-insulated L.P.	N/A	0.1
Thomas O. Hicks ⁴	U.S.	Non-insulated L.P.	N/A	0.2
John R. Muse ⁴	U.S.	Non-insulated L.P.	N/A	0.2

HM3/GP PARTNERS, L.P., the general partner of **Hicks, Muse, Tate & Furst Equity Fund III, L.P.**, is controlled by the following attributable parties:

(1)	(2)	(3)	(4)	(5) ³
Hicks, Muse GP Partners III, L.P. ²	TX L.P.	General Partner	N/A	1
Dan H. Blanks ⁴	U.S.	Non-insulated L.P.	N/A	1.3
David B. Deniger ⁴	U.S.	Non-insulated L.P.	N/A	1.4
Jack D. Furst ⁴	U.S.	Non-insulated L.P.	N/A	15.7
Thomas O. Hicks ⁴	U.S.	Non-insulated L.P.	N/A	25.4
Michael J. Levitt ⁴	U.S.	Non-insulated L.P.	N/A	4.5
Alan B. Menkes ⁴	U.S.	Non-insulated L.P.	N/A	3.96
John R. Muse ⁴	U.S.	Non-insulated L.P.	N/A	16.8
Lawrence D. Stuart, Jr. ⁴	U.S.	Non-insulated L.P.	N/A	4.5
Charles W. Tate ⁴	U.S.	Non-insulated L.P.	N/A	16.8
Hicks Muse Employees/Associates ⁵	U.S.	Non-insulated L.P.s	N/A	8.6

HICKS, MUSE GP PARTNERS III, L.P., the general partner of **HM3/GP Partners, L.P.**, is controlled by the following attributable parties:

(1)	(2)	(3)	(4)	(5)
Hicks, Muse Fund III Incorporated ²	TX Corp.	General Partner	N/A	1
Jack D. Furst ⁴	U.S.	Non-insulated L.P.	N/A	21
Thomas O. Hicks ⁴	U.S.	Non-insulated L.P.	N/A	33
John R. Muse ⁴	U.S.	Non-insulated L.P.	N/A	22.5
Charles W. Tate ⁴	U.S.	Non-insulated L.P.	N/A	22.5

For the ownership table for **HICKS, MUSE FUND III INCORPORATED**, the general partner of **Hicks, Muse GP Partners III, L.P.**, see above.

HICKS, MUSE, TATE & FURST EQUITY FUND III (FINAL), L.P., the limited partner of **Hicks, Muse, Tate & Furst Equity Fund III, L.P.**, is controlled by the following attributable parties:

(1)	(2)	(3)	(4)	(5)
Hicks, Muse Fund III Incorporated ²	TX Corp.	General Partner	N/A	<0.1

For the ownership table for **HICKS, MUSE FUND III INCORPORATED**, the general partner of **Hicks, Muse, Tate & Furst Equity Fund III (Final), L.P.**, see above.

HICKS, MUSE, TATE & FURST EQUITY FUND IV, L.P. and **HICKS, MUSE, TATE & FURST PRIVATE EQUITY FUND IV, L.P.**, limited partners of **Capstar Broadcasting Partners, L.P.**, are controlled by the following attributable parties:

(1)	(2)	(3)	(4)	(5)
HM4/GP Partners, L.P. ²	TX L.P.	General Partner	N/A	1.0

HM4/GP PARTNERS, L.P., the general partner of **Hicks, Muse, Tate & Furst Equity Fund IV, L.P.** and **Hicks, Muse, Tate & Furst Private Equity Fund IV, L.P.**, is controlled by the following attributable parties:

(1)	(2)	(3)	(4)	(5) ³
Hicks, Muse GP Partners IV, L.P. ²	TX L.P.	General Partner	N/A	1.0
Dan H. Blanks ⁴	U.S.	Non-insulated L.P.	N/A	1.9
David B. Deniger ⁴	U.S.	Non-insulated L.P.	N/A	1.9
Jack D. Furst ⁴	U.S.	Non-insulated L.P.	N/A	15.2
Thomas O. Hicks ⁴	U.S.	Non-insulated L.P.	N/A	24.1
Michael J. Levitt ⁴	U.S.	Non-insulated L.P.	N/A	8.9
Alan B. Menkes ⁴	U.S.	Non-insulated L.P.	N/A	3.4
John R. Muse ⁴	U.S.	Non-insulated L.P.	N/A	15.2
Lawrence D. Stuart, Jr. ⁴	U.S.	Non-insulated L.P.	N/A	4.7
Charles W. Tate ⁴	U.S.	Non-insulated L.P.	N/A	15.2
Hicks Muse Employees/Associates ⁵	U.S.	Non-insulated L.P.s	N/A	8.7

HICKS, MUSE GP PARTNERS IV, L.P., the general partner of **HM4/GP Partners, L.P.**, is controlled by the following attributable parties:

(1)	(2)	(3)	(4)	(5)
Hicks, Muse Fund IV LLC ²	TX LLC	General Partner	N/A	1.0
Dan H. Blanks ⁴	U.S.	Non-insulated L.P.	N/A	2.2
David B. Deniger ⁴	U.S.	Non-insulated L.P.	N/A	2.2
Jack D. Furst ⁴	U.S.	Non-insulated L.P.	N/A	17.4
Thomas O. Hicks ⁴	U.S.	Non-insulated L.P.	N/A	26.7
Michael J. Levitt ⁴	U.S.	Non-insulated L.P.	N/A	10.3
John R. Muse ⁴	U.S.	Non-insulated L.P.	N/A	17.4
Lawrence D. Stuart, Jr. ⁴	U.S.	Non-insulated L.P.	N/A	5.4
Charles W. Tate ⁴	U.S.	Non-insulated L.P.	N/A	17.4

HICKS, MUSE FUND IV LLC, the general partner of **Hicks, Muse GP Partners IV, L.P.**, is controlled by the following attributable parties:

(1)	(2)	(3)	(4)	(5)
Thomas O. Hicks	U.S.	Chairman, CEO, Partner	100	100
David W. Knickel	U.S.	Vice President, Treasurer, Secretary	0	0
Darron K. Ash	U.S.	CFO	0	0
Michael D. Salim	U.S.	General Counsel, Principal	0	0
Marian L. Brancaccio	U.S.	Associate Counsel, Assistant Secretary	0	0
William G. Neisel	U.S.	Assistant Controller	0	0
Cesar A. Baez	U.S.	Partner - Latin America	0	0
Dan H. Blanks	U.S.	Partner	0	0
David B. Deniger	U.S.	Partner	0	0
Jack D. Furst	U.S.	Partner	0	0
Lawrence D. Stuart, Jr.	U.S.	Partner	0	0
Charles W. Tate	U.S.	Partner	0	0
Eric C. Neuman	U.S.	Principal	0	0
Andrew S. Rosen	U.S.	Principal	0	0

HM4-EQ COINVESTORS, L.P., a limited partner of **Capstar Broadcasting Partners, L.P.**, is controlled by the following attributable parties:

(1)	(2)	(3)	(4)	(5) ³
Hicks, Muse GP Partners IV, L.P. ²	TX L.P.	General Partner	N/A	< 0.1
James E. de Castro	U.S.	Non-insulated L.P.	N/A	0.9
R. Steven Hicks 1702 Windsor Road Austin, TX 78701	U.S.	Non-insulated L.P.	N/A	1.7
Kenneth J. O'Keefe	U.S.	Non-insulated L.P.	N/A	0.9
Hicks Muse Employees/Associates ⁵	U.S.	Non-insulated L.P.s	N/A	95.7

For the ownership table for **HICKS, MUSE GP PARTNERS IV, L.P.**, the general partner of **HM4-EQ Coinvestors, L.P.**, see above.

HM4-SBS COINVESTORS, L.P., a limited partner of **Capstar Broadcasting Partners, L.P.**, is controlled by the following attributable parties:

(1)	(2)	(3)	(4)	(5) ³
Hicks, Muse GP Partners IV, L.P. ²	TX L.P.	General Partner	N/A	< 0.1
HM 1-FOF Coinvestors, L.P. ²	TX L.P.	Non-insulated L.P.	N/A	0.1
HM 4-P Coinvestors, L.P. ²	TX L.P.	Non-insulated L.P.	N/A	88.0
HM 4-EN Coinvestors, L.P. ²	TX L.P.	Non-insulated L.P.	N/A	11.9

For the ownership table for **HICKS, MUSE GP PARTNERS IV, L.P.**, the general partner of **HM4-SBS Coinvestors, L.P.**, see above.

HM 1-FOF COINVESTORS, L.P., a limited partner of **HM4-SBS Coinvestors, L.P.**, is controlled by the following attributable parties:

(1)	(2)	(3)	(4)	(5)
Hicks, Muse GP Partners L.A., L.P. ²	TX L.P.	General Partner	N/A	< 0.1
Hicks Muse Employees/Associates ⁵	U.S.	Non-insulated L.P.s	N/A	99.9

HICKS, MUSE GP PARTNERS L.A., L.P., the general partner of **HM 1-FOF Coinvestors, L.P.**, is controlled by the following attributable parties:

(1)	(2)	(3)	(4)	(5)
Hicks, Muse Latin America Fund I Incorporated ²	TX Corp.	General Partner	N/A	1.0
Dan H. Blanks ⁴	U.S.	Non-insulated L.P.	N/A	2.2
David B. Deniger ⁴	U.S.	Non-insulated L.P.	N/A	2.2
Jack D. Furst ⁴	U.S.	Non-insulated L.P.	N/A	17.4
Thomas O. Hicks ⁴	U.S.	Non-insulated L.P.	N/A	26.7
Michael J. Levitt ⁴	U.S.	Non-insulated L.P.	N/A	10.3
John R. Muse ⁴	U.S.	Non-insulated L.P.	N/A	17.4
Lawrence D. Stuart, Jr. ⁴	U.S.	Non-insulated L.P.	N/A	5.4
Charles W. Tate ⁴	U.S.	Non-insulated L.P.	N/A	17.4

HICKS, MUSE LATIN AMERICA FUND I INCORPORATED, the general partner of **Hicks, Muse GP Partners LA, L.P.**, is controlled by the following attributable parties:

(1)	(2)	(3)	(4)	(5)
Thomas O. Hicks	U.S.	Chairman, CEO, Partner	100	100
Charles W. Tate	U.S.	President, Partner	0	0
David W. Knickel	U.S.	Vice President, Treasurer, Secretary	0	0
Darron K. Ash	U.S.	CFO	0	0
Michael D. Salim	U.S.	General Counsel, Principal	0	0
Marian L. Brancaccio	U.S.	Associate Counsel, Assistant Secretary	0	0
William G. Neisel	U.S.	Assistant Controller	0	0
Dan H. Blanks	U.S.	Partner	0	0
David B. Deniger	U.S.	Partner	0	0
Jack D. Furst	U.S.	Partner	0	0
Lawrence D. Stuart, Jr.	U.S.	Partner	0	0
Eric C. Neuman	U.S.	Principal	0	0
Andrew S. Rosen	U.S.	Principal	0	0

HM 4-P COINVESTORS, L.P., a limited partner of **HM4-SBS Coinvestors, L.P.**, is controlled by the following attributable parties:

(1)	(2)	(3)	(4)	(5)
Hicks, Muse GP Partners IV, L.P. ²	TX L.P.	General Partner	N/A	< 0.1
Dan H. Blanks ⁴	U.S.	Non-insulated L.P.	N/A	2.0-2.2
David B. Deniger ⁴	U.S.	Non-insulated L.P.	N/A	2.0-2.2
Jack D. Furst ⁴	U.S.	Non-insulated L.P.	N/A	16.1-17.4
Thomas O. Hicks ⁴	U.S.	Non-insulated L.P.	N/A	25.6-27.7
Michael J. Levitt ⁴	U.S.	Non-insulated L.P.	N/A	8.5-10.3
Alan B. Menkes ⁴	U.S.	Non-insulated L.P.	N/A	0-8.5
John R. Muse ⁴	U.S.	Non-insulated L.P.	N/A	16.1-17.4
Lawrence D. Stuart, Jr. ⁴	U.S.	Non-insulated L.P.	N/A	5.0-5.4
Charles W. Tate ⁴	U.S.	Non-insulated L.P.	N/A	16.1-17.4

For the ownership table for **HICKS, MUSE GP PARTNERS IV, L.P.**, the general partner of **HM 4-P Coinvestors, L.P.**, see above.

HM 4-EN COINVESTORS, L.P., a limited partner of **HM4-SBS Coinvestors, L.P.**, is controlled by the following attributable parties:

(1)	(2)	(3)	(4)	(5) ³
Hicks, Muse GP Partners IV, L.P. ²	TX L.P.	General Partner	N/A	< 0.1
William S. Banowsky, Jr. 2607 Jarratt Avenue Austin, TX 78703	U.S.	Non-insulated L.P.	N/A	0.97
Paul Karpowicz 9 Sunset Road Bristol, RI 02809	U.S.	Non-insulated L.P.	N/A	4.9
Paul D. Stone	U.S.	Non-insulated L.P.	N/A	1.5
Hicks Muse Employees/Associates ⁵	U.S.	Non-insulated L.P.s	N/A	92.7

For the ownership table for **HICKS, MUSE GP PARTNERS IV, L.P.**, the general partner of **HM 4-EN Coinvestors, L.P.**, see above.

HM3 COINVESTORS, L.P., a limited partner of **Capstar Broadcasting Partners, L.P.**, is controlled by the following attributable parties:

(1)	(2)	(3)	(4)	(5)
Hicks, Muse GP Partners III, L.P. ²	TX L.P.	General Partner	N/A	1.0
HM3 Late Coinvestors, L.P. ²	TX L.P.	Non-insulated L.P.	N/A	1.2
James E. de Castro	U.S.	Non-insulated L.P.	N/A	0.6
Kenneth J. O'Keefe	U.S.	Non-insulated L.P.	N/A	0.6
Paul D. Stone	U.S.	Non-insulated L.P.	N/A	0.1
Hicks Muse Employees/Associates ⁵	U.S.	Non-insulated L.P.s	N/A	96.5

For the ownership table for **HICKS, MUSE GP PARTNERS III, L.P.**, the general partner of **HM3 Coinvestors, L.P.**, see above.

HM3 LATE COINVESTORS, L.P., the limited partner of **HM3 Coinvestors, L.P.**, is controlled by the following attributable parties:

(1)	(2)	(3)	(4)	(5)
Hicks, Muse GP Partners III, L.P. ²	TX L.P.	General Partner	N/A	1.0
Dan H. Blanks ⁴	U.S.	Non-insulated L.P.	N/A	0
David B. Deniger ⁴	U.S.	Non-insulated L.P.	N/A	0
Jack D. Furst ⁴	U.S.	Non-insulated L.P.	N/A	0
Thomas O. Hicks ⁴	U.S.	Non-insulated L.P.	N/A	0
Michael J. Levitt ⁴	U.S.	Non-insulated L.P.	N/A	0
Alan B. Menkes ⁴	U.S.	Non-insulated L.P.	N/A	0
John R. Muse ⁴	U.S.	Non-insulated L.P.	N/A	0
Lawrence D. Stuart, Jr. ⁴	U.S.	Non-insulated L.P.	N/A	0
Charles W. Tate ⁴	U.S.	Non-insulated L.P.	N/A	0

For the ownership table for **HICKS, MUSE GP PARTNERS III, L.P.**, the general partner of **HM 3 Late Coinvestors, L.P.**, see above.